

Street, Highway, and Bituminous Road Materials
Street Department

Invitation to Bid

City of Canton, Ohio
Purchasing Department
218 Cleveland Ave. SW, 6th floor
Canton, Ohio 44702

Street, Highway, and Bituminous Road Materials

Item/Project

Street Department

Responsible Department

August 12, 2015 on or before 2:00 PM local time

Bids Due

Bid Proposal Submitted By:

Company Name

Street Address

City

State

Zip

Contact Person

Phone No.

Email Address

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BIDDER'S CHECKLIST

A complete bid packet will consist of the items listed below.

Complete this checklist to confirm the items required in your bid. Place a checkmark or "X" next to each item that you are submitting to the City of Canton. Failure to submit the listed documents may be cause for rejection of your bid. This checklist should be returned with your bid.

- _____ Cover sheet (Page 1)
- _____ Checklist (Page 2)
- _____ Legal Notice (Page 3)
- _____ Specifications (Pages 4-7)
- _____ Proposal Pages (Pages 8-13)
- _____ Bid Guaranty Information (Page 14)
- _____ Bidder Information/Signature Pages (Pages 15-17)
- _____ City of Canton Income Tax Requirements (Page 18)
- _____ Insurance Requirements (Pages 19-20)
- _____ Personal Property Tax Certification: ORC 5719.042 (Page 21)
- _____ EEO Forms and Contract Compliance (Pages 22-26)
- _____ City of Canton Codified Ordinances (Pages 27-30)

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LEGAL NOTICE
Ordinance 275/2014

The Director of Public Service of the City of Canton, Ohio will accept sealed bids on or before **2:00 PM local time Wednesday, August 12, 2015**, for the purpose of entering into one-year supply contracts for:

Street, Highway, and Bituminous Road Materials

The City will disqualify any bid not received on or before 2:00 PM local time on Wednesday, August 12, 2015. Shortly after the deadline for the submission of bids, bids received on time will be publicly opened and read aloud. The Sixth Floor Conference Room of Canton City Hall is the location for the bid opening.

Submit all bids to the City of Canton Purchasing Department, 218 Cleveland Avenue SW, Purchasing Department/Sixth Floor, Canton, Ohio 44702 according to the instructions in the Invitation to Bid posted on the City of Canton Purchasing Department website at <https://cantonohio.gov/purchasing/?pg=showbids>.

A certified check, cashier's check or surety bond made payable to the City of Canton must accompany the bid. Draw this check or bond from a solvent bank or bonding company satisfactory to the Director of Public Service as a guaranty the contract and its performance are properly secured if the bid is accepted. The Bidder shall verify the certified check, cashier's check or bid bond for five hundred dollars (\$500.00). The City of Canton will only accept original checks and bid bonds. Therefore, if any company and/or bidder submits a copy (including faxed copies) of his \$500.00 security, the City will disqualify the bid. The Director of Public Service reserves the right to waive any technical defects in any bid bond submitted so long as the bond is in substantial compliance with State law. Should any bid not be awarded or be rejected, such check or bond will be returned to the bidder or bidders after the execution of the contract.

Any bidder may withdraw his bid, by written request, at any time prior to the deadline set for the bid opening. Please be advised, the City of Canton may impose a \$500.00 penalty to any bidder that withdraws his bid after the bid opening and prior to a contract award(s).

Each bid must contain the full name of every person or company participating in the bid.

The Board of Control reserves the right to reject any or all bids and to accept the bid(s) deemed most beneficial to the City of Canton.

All companies must submit their Federal ID Number for IRS purposes.

The bidder is responsible for monitoring the above named website for any official addenda.

It is requested that the bidder print the entire Invitation to Bid and submit it in its entirety. The City also requests that the bidder submits an original completed bid packet and two (2) copies of that completed packet for a total of three (3) bid packet copies.

Please contact Director of Purchasing Randall Dublikar at randall.dublikar@cantonohio.gov if you have any questions regarding this bid.

By order of the Director of Public Service: William Bartos
Published in the Canton Repository: July 28, 2015 and August 4, 2015

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SPECIFICATIONS

1.0 SCOPE AND CLASSIFICATION

- 1.1 **Scope:** The City of Canton is seeking bids for one-year, as-needed materials contract(s) for Street, Highway and Bituminous Road Materials. The materials potentially could be used by any City of Canton Department. Please note that this/these contract(s) is/are separate from the City of Canton's yearly paving program.
- 1.2 **Classification:** The successful bidder(s) will deliver F.O.B. to the City of Canton, Ohio the items awarded as per the specifications below.

2.0 APPLICABLE PUBLICATIONS & STANDARDS

- 2.1 Materials must meet all State, City, and Ohio Department of Transportation specifications and standards.

3.0 REQUIREMENTS

3.1 General Requirements

- 3.1.1 Price: All bidders are requested to bid fixed, firm pricing for the duration of the contract(s) in the spaces provided on the proposal pages. Bids subject to an escalator clause will not be considered.
- 3.1.2 Term
- 3.1.2.1 Contracts resulting from this bid are to be one-year as needed supply contracts, with the option of one thirty (30) day extension per contract at the sole discretion of the City of Canton.
- 3.1.2.2 The initial term of the resulting contract(s) shall be from October 4, 2015-October 3, 2016.
- 3.1.2 Quality: All bids must meet the minimum specifications listed herein.
- 3.1.3 Quantity: The materials and services will be requested as needed. Specific delivery locations will be specified at the time of order.
- 3.1.4 The City of Canton reserves the right to award multiple contracts as a result of this bid and to split the award between multiple vendors.
- 3.1.5 Non-Exclusivity: The City of Canton reserves the right to contract for the same or similar items covered in this bid from additional vendors not awarded contracts

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resulting from this bid if found to be in the best interest of the City.

3.1.6 The City of Canton reserves the right to award secondary or “back up” contracts pursuant to these bid specifications. The secondary contract(s) will only be used in the event that the requested materials are unavailable from the primary contractor or the materials provided by the primary contractor do not meet the specifications.

3.1.7 The City of Canton gives no guaranties of any minimum or maximum amounts of materials that will be purchased under any and all contracts resulting from this bid.

3.2 Specification Requirements:

3.2.1 All items to be priced can be found on the Proposal Pages. All specifications must be adhered to.

3.2.2 Where an item is listed as “loaded on City trucks,” “loaded on City distributors,” or “loaded hot on City distributors,” the City will drive to the supplier’s site to pick up the requested materials. For these pick-up orders, the supplier will be required to load the materials into the City trucks.

3.2.3 The City will identify specific project and locations throughout the term of the contracts for bid items that are listed as being “delivered.”

3.3 Contract Non-Performance and Cancellation

3.3.1 If it is determined by the City of Canton that a contractor has failed to perform or otherwise breached their contract with the City, the City will give notice to the contractor of said non-performance or breach, and the contractor will have thirty (30) days from the time of said notice to remedy the non-performance or breach to the complete satisfaction of the City of Canton.

3.3.2 If a non-performance or breach is not remedied pursuant to specification 3.3.1, the City of Canton reserves the right to terminate the contract and re-award to a different bidder or vendor.

4.0 SAMPLING AND INSPECTION

4.1 The City reserves the right to reject any delivery or pickup of products not in accordance with these specifications or the resulting contract(s). Any substandard materials shall be replaced by the supplier at the supplier’s expense.

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5.0 DELIVERY AND INVOICING

5.1 Delivery

5.1.1 When delivery is requested, it shall be F.O.B. Canton to the location specified.

5.2 Invoicing

5.2.1 Invoice shall show the City's purchase order number, the item number, the quantity, a brief description of the item, the unit price and the total amount due.

5.2.2 Invoice address: All invoices shall be submitted to the address on the Purchase Order.

6.0 NOTES AND INSTRUCTIONS

6.1 Prospective bidders will take notice that the City of Canton, in determining the lowest and best bidder in the award of this contract, may award a local bidder preference to any qualified bidder pursuant to Section 105.12 of the Codified Ordinances of the City of Canton. The determination of whether a bidder qualifies for the local preference shall be made by the Board of Control. The Board's decision shall be final. A copy of City Code Section 105.12 is attached.

6.2 Award Process

6.2.1 Contracts will be awarded in accordance with Section 105.09 of the City of Canton Codified Ordinances using the standard of lowest and best bidder.

6.2.2 The Board of Control reserves the right to reject any or all bids and to accept the bid(s) deemed most beneficial to the City of Canton.

6.3 Questions and Addenda

6.3.1 All questions should be submitted in writing at least five (5) business days prior to the bid opening. Answers to questions will be issued in writing as official addenda no later than seventy two (72) hours prior to the time of the bid opening. Said addenda will become a component of the Invitation to Bid and must be acknowledged as received on the proposal page. Failure to acknowledge all official addenda in this manner may result in your bid being disqualified.

6.3.2 All questions may be directed to:
Mr. Randall Dublikar
City of Canton Purchasing Department
Email: randall.dublikar@cantonohio.gov

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- 6.3.3 Bidders are expected to and responsible for monitoring the City's website for all official addenda.
- 6.3.4 Oral instructions or decisions, unless confirmed by addenda, will not be considered valid, legal or binding.
- 6.4 Proposal Page Instructions:
 - 6.4.1 Bidders are required to fill out the proposal pages completely. Failure to do so may result in your bid being disqualified. This includes providing the address where bid materials can be obtained by the various City of Canton departments. Distance from City sites to the bidder's loading site may be considered when determining the lowest and best bid.
 - 6.4.2 Prices shall include all of the requirements listed in the specifications.
 - 6.4.3 Bidders are requested to provide unit pricing for the various items listed on the Proposal Pages. The City requests pricing for both delivered materials, and pricing if the City chooses to pick the materials up.
- 6.5 Please be advised that when you submit a bid to the City of Canton, the City will assume that an authorized representative of your company reviewed said bid to assure that the bid is correct and/or accurate.
- 6.6 Any bidder may withdraw a bid, by written request, at any time prior to the time set for the bid opening. This request must be made to Mr. Randall Dublikar, Purchasing Director at randall.dublikar@cantonohio.gov. If there is no withdrawal of the bid, in accordance to this procedure, the City reserves the right to enforce said bid prices(s) and/or contract(s).
- 6.7 Articles of Incorporation: Please provide a copy of the company's articles of incorporation if applicable. The City of Canton may request this information if it is not provided.
- 6.8 If a bidder attempts to alter any of the terms and/or conditions of these bid specifications the City of Canton may reject said bid.

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PROPOSAL PAGES

We (I), the below signed hereby propose to furnish the following article(s) and/or service(s) at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. We (I) have read all attachments including the specifications and fully understand what is required.

Limestone, Gravel, Aggregate, Etc.

Item	Unit	Description of Materials	Price in Numbers	Price in Words
1.	Ton	703.02#1 Limestone (delivered)	\$_____	\$_____
2.	Ton	703.02 #1 Limestone (loaded on City trucks)	\$_____	\$_____
3.	Ton	703.02 #2 Limestone (delivered)	\$_____	\$_____
4.	Ton	703.02 #2 Limestone (loaded on City trucks)	\$_____	\$_____
5.	Ton	703.02 #4 Washed Gravel (delivered)	\$_____	\$_____
6.	Ton	703.02 #4 Washed Gravel (loaded on City trucks)	\$_____	\$_____
7.	Ton	703.02 #4 Limestone (delivered)	\$_____	\$_____
8.	Ton	703.02 #4 Limestone (loaded on City trucks)	\$_____	\$_____
9.	Ton	703.02 #57 Washed Gravel (delivered)	\$_____	\$_____
10.	Ton	703.02 #57 Washed Gravel (loaded on City trucks)	\$_____	\$_____
11.	Ton	703.02 #57 Limestone (delivered)	\$_____	\$_____
12.	Ton	703.02 #57 Limestone (loaded on City trucks)	\$_____	\$_____
13.	Ton	703.02 #8 Washed Gravel (delivered)	\$_____	\$_____
14.	Ton	703.02 #8 Washed Gravel (loaded on City trucks)	\$_____	\$_____
15.	Ton	703.02 #8 Limestone (delivered)	\$_____	\$_____
16.	Ton	703.02 #8 Limestone (loaded on City trucks)	\$_____	\$_____

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17.	Ton	703.10 Limestone (screenings) (delivered)	\$ _____	\$ _____
18.	Ton	703.10 Limestone (screenings) (loaded on City trucks)	\$ _____	\$ _____
19.	Ton	703.17 #304 Crushed Road Gravel (delivered)	\$ _____	\$ _____
20.	Ton	703.17 #304 Crushed Road Gravel (loaded on City trucks)	\$ _____	\$ _____
21.	Ton	703.17 #304 Limestone (delivered)	\$ _____	\$ _____
22.	Ton	703.17 #304 Limestone (loaded on City trucks)	\$ _____	\$ _____
23.	Ton	703.18 #411 Crushed Road Gravel (delivered)	\$ _____	\$ _____
24.	Ton	703.18 #411 Crushed Road Gravel (loaded on City trucks)	\$ _____	\$ _____
25.	Ton	703.18 #411 Limestone (delivered)	\$ _____	\$ _____
26.	Ton	703.18 #411 Limestone (loaded on City trucks)	\$ _____	\$ _____
27.	Ton	703.19 Limestone (Type A) (delivered)	\$ _____	\$ _____
28.	Ton	703.19 Limestone (Type A) (loaded on City trucks)	\$ _____	\$ _____
29.	Ton	#703.19 Limestone (Type B) (delivered)	\$ _____	\$ _____
30.	Ton	703.19 Limestone (Type B) (loaded on City trucks)	\$ _____	\$ _____
31.	Ton	703.19 Limestone (Type C) (delivered)	\$ _____	\$ _____
32.	Ton	703.19 Limestone (Type C) (loaded on City trucks)	\$ _____	\$ _____
33.	Ton	703.19 Limestone (Type D) (delivered)	\$ _____	\$ _____
34.	Ton	703.19 Limestone (Type D) (loaded on City trucks)	\$ _____	\$ _____
35.	Ton	703.02 Fine aggregate, (Sharp Sand) (delivered)	\$ _____	\$ _____

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36.	Ton	703.02 Fine aggregate (Sharp Sand) (loaded on City trucks)	\$ _____	\$ _____
37.	Ton	703.03 Fine Aggregate (Mason Sand) (delivered)	\$ _____	\$ _____
38.	Ton	703.03 Fine Aggregate (Mason Sand) (loaded on City trucks)	\$ _____	\$ _____

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Bituminous Road Materials

Item	Unit	Description of Materials	Price in Numbers	Price in Words
39.	Ton	HPM Cold mix asphalt (loaded on City trucks)	\$_____	\$_____
40.	Ton	SS-921 Cold mix asphalt (loaded on City trucks)	\$_____	\$_____
41.	Ton	448 Asphalt Concrete Surface Course, Type 1 (loaded on City trucks)	\$_____	\$_____
42.	Ton	301 Asphalt Concrete Base (loaded on City trucks)	\$_____	\$_____
43.	Ton	424 Fine Graded Asphalt Concrete, Type A, Using PG64-22 binder (No Polymer) (loaded on City trucks)	\$_____	\$_____
44.	Ton	609 Asphaltic curb mix (sand and lime) (loaded on City trucks)	\$_____	\$_____
45.	Gal	407 Tack Coat (loaded hot on City distributors)	\$_____	\$_____
46.	Gal	407 Tack Coat, 702.13 (loaded hot on City distributors)	\$_____	\$_____

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Portland Cement Concrete

Item	Unit	Description of Materials	Price in Numbers	Price in Words
47.	Cubic Yard	#499.03-2 Class C Limestone with Air*	\$_____	\$_____
48.	Cubic Yard	#499.03-2 Class C Gravel with Air*	\$_____	\$_____
49.	Cubic Yard	#499.03-2 Class C Limestone with Air /Heat**	\$_____	\$_____
50.	Cubic Yard	#499.03-2 Class C Gravel with Air/Heat**	\$_____	\$_____

* Delivery of the cubic yard material to be delivered to site at the Direction of the City

** Delivery of the cubic yard material to be delivered to the City during winter months

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Bidder Address Where Materials Will Be Available for Pickup

If there are any reasons or any circumstances that the bidder believes would prevent any of the above bid materials from being available to the City of Canton immediately upon request, please list them below.

Addenda Acknowledgement

I hereby acknowledge the following official addenda (leave blank if no addenda were issued)

Addenda Number(s)

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BID GUARANTY

A **certified check, cashier's check or surety bond** made payable to the City of Canton must accompany the bid. Draw this check or bond from a solvent bank or bonding company satisfactory to the Director of Public Service as a guaranty the contract and its performance are properly secured if the bid is accepted.

The Bidder shall verify the **certified check, cashier's check or bid bond** for **five hundred (\$500.00) dollars**. The City of Canton will **only accept original checks and bid bonds**. Therefore, if any company and/or bidder submits a copy (including faxed copies) of his/her \$500.00 security, the City will disqualify the bid.

The Director of Public Service reserves the right to waive any technical defects in any bid bond submitted so long as the bond is in substantial compliance with State Law.

Any bidder may withdraw his bid, by written request, at any time prior to the deadline set for the bid opening. Please be advised, the City of Canton may impose a \$500.00 penalty to any bidder that withdraws his bid after the bid opening and prior to a contract award(s).

Should any bid not be awarded or be rejected, such check or bond will be returned to the bidder or bidders after the execution of the contract.

Please place your bid guaranty at the front of your submitted bid.

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BIDDER INFORMATION AND SIGNATURE

Bidder Information Page 1 of 3

1. The Bidder shall provide the following information as part of its bid.

a. Name of Bidder _____

b. Business Address _____

_____ City _____ State _____ Zip

c. Business Telephone Number (____) _____

d. Person, address, email and telephone to whom official notices are to be sent _____

e. Person, address, email and telephone for further information regarding this bid _____

f. State(s) of incorporation (w/dates of incorporation) _____

g. Principal place of business _____

h. Federal I.D. Number # _____

i. Amount of Certified Check, Cashier's Check, Bid Bond \$ _____

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Bidder Information Page 2 of 3

2. Form of Business Organization.

_____ Corporation

_____ Partnership

_____ Other

3. The bidder shall provide the names and addresses of all persons interested as principals (officers, partners, and associates) in this bid. Write first name in full, and give titles for offices.

All of the above, including the signatory to this bid, are citizens of the United States, except the following. (Provide names and addresses of those not a citizen of the United States.)

4. Name and address of other person, firms or companies interested in this contract.

5. Local Bidder Preference Information: Does your company have a headquarters, division, sales office, sales outlet, manufacturing facility, or similar significant business-related location in Stark County, Ohio? If yes, please provide the name and address of the location below.

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Bidder Information Page 3 of 3

The undersigned certifies that the bidder has the facilities, ability and financial resources available for the fulfillment of the contract if such be awarded to said bidder.

Upon request, the bidder will be expected to amplify the foregoing statements as necessary to satisfy the City concerning the ability to fulfil the contract in a satisfactory manner.

Signed this _____ day of _____, 20_____

Contractor

By _____

(Signature of individual, partner or officer signing the bid.)

Please have this page notarized

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CITY OF CANTON INCOME TAX

All successful bidders shall be required to comply with all City of Canton income tax ordinances including the following:

- a. No person, partnership, corporation or unincorporated association may be awarded a contract with the city under Sections 105.09 or 105.10, unless the bidder is paid in full or is current and not otherwise delinquent in the payment of city income taxes, including any obligation to pay taxes withheld from employees under Section 181.06 and any payment on net profits under Section 181.03.
- b. Falsification of any information related to or any post-contractual violation of the requirement to pay city income taxes set forth in subsection (a) shall constitute cause for the rescission of the balance of the contract at the city's discretion.
- c. No partnership, corporation or unincorporated association which has as one of its partners, shareholders or owners a person who is a twenty percent (20%) or greater equity owner in such partnership, corporation or unincorporated association and who is delinquent in the payment of city income taxes as set forth in subsection (a), may be awarded a contract with the city under Sections 105.09 or 105.10.
- d. A person who is a twenty percent (20%) or greater equity owner in any partnership, corporation or unincorporated association which is delinquent in the payment of city income taxes as set forth in subsection (a) may not be awarded a contract with the city under Sections 105.09 or 105.10.

The successful bidder will be registered with the City of Canton Income Tax Department to ensure that the above qualifications are met. Bidders are encouraged to contact the City of Canton Income Tax Department prior to bidding with any questions regarding these provisions and for registration. Please use the contact information below.

City of Canton Income Tax Department

Office Address

424 Market Ave. N
Canton OH 44702

Phone: (330) 430-7900

Fax: (330) 430-7944

Email: cantontax@cantonohio.gov

Correspondence Address

P.O. Box 9940
Canton, OH 44711

Additionally, all public improvement, professional services, and services contracts shall also contain the following provision:

Said _____ hereby further agrees to withhold all city income taxes due or payable under Chapter 181 of the Codified Ordinances for wages, salaries, fees and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such city income taxes due for services performed under this contract. Furthermore, any person, firm or agency that has a contract or agreement with the city shall be subject to city income tax, whether a resident or nonresident in the city, and whether the work being done is in the city or out of the city. In addition to the tax withheld for employees, the net profits on the contract shall be subject to city income tax.

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INSURANCE REQUIREMENTS

Instructions

All successful bidders will be required to submit the following items per the requirements below:

1. Liability Insurance Certificate
2. Workers Compensation Certificate

(Note: Bidders are encouraged to submit these items with their bid packets.)

Insurance Requirements

The following standard indemnity agreement and minimum insurance requirements are incorporated in the Specifications for all work performed by the Contractor for the Owner, its affiliated and associated organizations or subsidiaries, hereinafter referred to as Owner.

- I. The Contractor agrees to indemnify and save the Owner harmless from and against any and all costs, loss and expense, liability damages, or claims for damages, including cost for defending any action, on account of any injury to persons (including death) or damage to or destruction of property of the Owner, arising or resulting from the work provided for or performed, or from any act, omission, or negligence of the Contractor, Subcontractor and his or their agents or employees. The foregoing provisions shall in no way be deemed released, waived or modified in any respect by reason of any insurance or surety provided by the Contractor.
- II. The Contractor shall maintain liability insurance and furnish the Owner with Certificates of Insurance as evidence thereof in the prescribed form. If any work provided for or to be performed under any Specifications is sublet (as otherwise permitted by the terms of such Specifications), the Contractor shall require the sub-contractors to maintain and furnish him with satisfactory evidence of Workmen's Compensation, Employer's Liability and such other forms and amounts of insurance which Contractor deems reasonably adequate.
- III. In accordance with Item II, the Contractor shall maintain the following insurance:
 1. Workmen's Compensation and Employer's Liability Insurance affording,
 - a. Protection under the Workmen's Compensation Law in the State of Ohio.
 - b. Employer's Liability protection subject to a minimum limit of \$100,000.00.
 2. General Liability Insurance in amounts not less than:

a. General Aggregate Limit	\$2,000,000.00
b. Personal and Advertising Injury Limit	\$1,000,000.00
c. Each Occurrence Limit	\$1,000,000.00
d. Fire Damage	\$ 100,000.00
e. Medical Expense Limit	\$ 5,000.00

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3. Comprehensive Automobile Liability Insurance in the following minimum amounts:
 - a. Bodily Injury and Property Damage
any one accident or loss: \$1,000,000.00

VI. This insurance shall:

1. include coverage for the liability assumed by Contractor under Item I (Indemnity);
2. be evidenced by Certificates of Insurance furnished by the Contractor shall show by specific reference that each of the foregoing items have been provided for;
3. not be subject to any of the special property damage liability exclusions commonly referred to as the XCU exclusions pertaining to blasting or explosion, collapse or structural damage and underground property;
4. include the City of Canton **“as an additionally named insured”** and shall **contain an endorsement by the insurance carrier providing ten (10) days notice to both the City and insured in the event of any change in coverage under the policy.** No less than ten (10) days advance notice of cancellation of the insurance policy shall be given to the City by the insurer.

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PERSONAL PROPERTY TAX CERTIFICATION (ORC 5719.042)

Instructions

The successful bidder shall be required to

1. retype the statement below on the bidder's letterhead,
2. have said statement notarized utilizing either paragraph (A) or (B) as it applies to your company, and
3. submit the **notarized** statement to the City of Canton.

Note: Bidders are encouraged to submit this with the bid packet.

Office of the Auditor
City of Canton
City Hall 218 Cleveland Avenue S.W.
Canton, Ohio 44702

Dear Sir or Madame:

- (A) The undersigned hereby certifies that the party to whom contract award is being considered was not charged with any delinquent personal property tax at the time of the bid opening the project nor is said party currently charged with such a delinquency on the general tax list of personal property for Stark County, Ohio.

or

- (B) The undersigned hereby certifies that the party to whom contract award is being considered has been charged with a delinquency regarding personal property tax on the general tax list of personal property for Stark County, Ohio, either currently, or at the time of bid opening the project. The amount of the due and unpaid delinquent taxes, including any due and unpaid penalties and interest thereon is _____.

and

It is understood that, by law, this statement is to be signed by the party whose bid has been tentatively accepted, and must be affirmed under oath. The law also requires that his statement is to be submitted to the City Auditor and this statement must be incorporated into the pending contract before any payment can be made under the subject contract.

Name of Corporation

President

Secretary

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CONTRACT COMPLIANCE AND EEO FORMS

Instructions

1. Contract Compliance Requirements:

- a. The successful bidder shall be required to comply with the City Contract Compliance Program regarding equal employment opportunity.
- b. Please complete and submit with your bid the Bidder and Contractor Employment Practices Report forms located on the following pages.
- c. **Please be sure to fully complete section IV. This includes reporting a number for ALL categories even if the answer is zero (0).**

2. Affirmative Action Plan/EEO Policy:

- a. The successful bidder should submit an “affirmative action plan” and/or “EEO policy.”
- b. If your company does not have a formal EEO policy, please complete the EEO Policy Statement included after the Bidder and Contractor Employment Practices Report.

Note: Bidders are encouraged to submit this information with their bids.

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**Bidder and Contractor Employment Practices Report
City of Canton Office of Compliance**

I. INSTRUCTIONS

- A. This form is designed to provide an evaluation of your policies and practices as they relate to the extension of equal employment opportunity to all persons regardless to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.
- B. City of Canton Codified Ordinance 507 and rules and regulations pursuant thereto provide for a contract compliance inspection of personnel policies and practices related to any contract with the City including contracts for work, labor, services, supplies, equipment, materials, leases, concession agreements, and permits.
- C. Completion of this Contractor and Bidder Employment Practices Report is one of the steps which demonstrate compliance with the City's Equal Employment Opportunity Program. Responsibility for demonstrating compliance with the Program by the vendor and its subcontractors rests with the vendor or subcontractor. Such demonstration is a prerequisite for continued eligibility for the award City contracts.

II. VENDOR OR BIDDER INFORMATION

1. Reporting Status
A. Prime Contractor B. Prime Subcontractor C. Supplier D. Other (Specify)
2. Name, Address and Telephone Number of Bidder Covered by This Report
3. Name, Address and Telephone Number of Principal Official or Manager of Bidder
4. Name, Address and Telephone Number of Principal Office of Bidder

Evaluation (Office Use Only)

- ☐ Compliant
- ☐ Non-Compliant
- ☐ Follow up needed _____

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III. POLICIES AND PRACTICES

The bidder and the Contractor will indicate his willingness or unwillingness to comply with the requirements of the Equal Employment Opportunity Program of the City of Canton by encircling the applicable letter associated with each item below. The letters are interpreted as follows:

A – Current Practice **B** – Company will immediately adopt this policy **C** – Company is unwilling or unable to adopt policy

Circle One	Items	State Reason if (C) is checked
A B C	1. The company will adopt a policy of non-discrimination on the basis of race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity, with regard to recruitment, hiring, training, upgrading, promotion and discipline of employees or applicants for employment. This policy will be communicated in writing to all employees, subcontractors, recruitment sources and all relevant labor organizations and unions.	
A B C	2. The Company will develop procedures which will assure that this policy is understood and carried out by managerial, administrative, supervisory personnel.	
A B C	3. The company will use recruitment sources such as employment agencies, unions, and schools which have a policy of referring applicants on a non-discriminatory basis.	
A B C	4. The company will participate in training programs for the benefit of employees or prospective employees, according to the intent of City Codified Ordinance 507.	
A B C	5. Company recruiters will seek a broad recruitment base in order that a representative cross-section of applications might be obtained, and will refrain from a hiring policy which limits job applicants to persons recommended by company personnel.	
A B C	6. Company will take steps to integrate any position, departments, or plant locations which have no minority persons, or are almost completely staffed with one particular ethnic or racial group.	
A B C	7. The Company will review its qualifications for each job to determine whether such standards eliminate unemployed persons who could, if hired, perform the duties of the job adequately. The following qualifications should be reviewed: Education, Experience, Tests, and Criminal Records.	
A B C	8. Residence in a particular geographical area will not be a qualifying or disqualifying criterion for employment with the Company.	
A B C	9. The Company will provide that all bargaining agreements with employee organizations, including labor unions, have non-discrimination clauses requiring equal employment opportunity.	

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IV. EMPLOYMENT DATA

Please note that this data may be obtained by visual survey or post-employment records. Neither visual surveys nor post-employment records are prohibited by any Federal, State or local law. All specified data are required to be filled in by law. Please provide truthful and accurate information. If information provided is found to be false, bidder/contractor will be subject to the loss of all future awards.

Categories	Overall Total	MALE:				FEMALE:					
		Total Male	Total Female	African American	Asian American	Native American	Hispanic	African American	Asian American	Native American	Hispanic
Officials, Managers and Supervisors											
Professionals											
Technicians											
Part-Time Seasonal											
Office & Clerical											
Craftsman (skilled)											
Operatives (semi-skilled)											
Laborers (un-skilled)											
Service Workers											
Total:											

REMARKS: Please explain any identification data appearing on last the report which differs from that given above. This includes major changes in employment, changes in composition of reporting units, and other pertinent information. Use a separate sheet if additional space is required.

V. ADDITIONAL INFORMATION (Optional)

Describe any other actions taken which show that all employees are recruited, hired trained, and promoted without regard to their race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity. Use a separate sheet if additional space is required.

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VI. POLICY STATEMENT

The City of Canton, Ohio in conformance with local, state, and federal regulations, requires each vendor, contractor, and material suppliers working on city projects or awarded City contracts be signatures of the following statements:

- 1) It is the policy of _____ that equal employment opportunities be afforded to all qualified persons without regard to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.
- 2) In support of this document _____ will not discriminate against any employee or applicant because of race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.
- 3) _____ will take affirmative action to insure that applicants for employment and current employees are treated fairly without regard to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity. Such action will include but not be limited to recruitment, advertising, or solicitation for employment, hiring, placement, upgrading, transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.
- 4) _____ will make every effort to comply with minority utilization goals as follows: (9%) nine percent minorities in your workforce on the job, (6.9%) six point nine percent female utilization on this job, and (10%) ten percent of contract amount expended with minority business enterprises, women-owned business enterprises or a combination of both.
- 5) _____ shall require each sub-contractor hired for this project to adhere to this statement.

VII. SIGNATURE

The undersigned certifies that he/she is legally authorized by the vendor/bidder to affirm all information and statements included in this employment practices report. That he/she has read all of the foregoing statements, representations, and affirmations and that they are true and correct to the best of his/her knowledge and belief. The undersigned, understands that if any of the statements and representations are made knowing them to be false or there is a failure to implement any of the stated intentions or objectives, set forth herein, without prior notice to the Office of Compliance, the bidder/contractor could be subject to loss of current and future awards.

Firm or Corporation Name:

Signature:

Title:

Date of Signing:

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CITY OF CANTON CODIFIED ORDINANCES

Bidders shall take notice that they are to comply with the Codified Ordinances of the City of Canton including but not limited to the following:

1. Chapter 105.06 – Minority contract provision.

- a. All contracts with the City shall include the following clause:

The bidder agrees to expend at least \$_____ of the Contract in the event the contract is awarded to such bidder for minority/women's business enterprises. For purposes of this pledge, the term "minority/women's business enterprise" means a bona fide business established as a sole proprietorship, partnership or corporation owned, operated and controlled by one or more minority persons or women who have at least fifty-one percent (51%) ownership. "Minority" includes African Americans, Asian/Pacific Islanders, Hispanic/Latino Americans and Native American Indians. The minority or woman must have operational and managerial control, interest in capital, and earnings commensurate with the percentage of ownership. Minority/women's business enterprises may be employed as construction contractors, subcontractors, vendors or suppliers.

(Ord.185-2011. Passed 10-31-11.)

2. Chapter 105.12 – Local Bidder Preference.

- a. The Board of Control, in determining the lowest and best bidder in the award of contracts to which this section is applicable, is authorized to award contracts to local bidders as hereinafter defined, whose bid is not more than five percent (5%) higher, subject to a maximum amount of twenty thousand dollars (\$20,000.00), than the lowest dollar bid submitted by non-local bidders. The Board of Control's decision in making such an award shall be final.

- b. For purposes of this section, "local bidder" means an individual or business entity which at the time of the award of the contract has a headquarters, division, sales office, sales outlet, manufacturing facility, or similar significant business-related location in Stark County, Ohio.

- c. All contract specifications and/or bid documents that are distributed by Canton for the purpose of soliciting bids for goods and/or services shall contain the following notice:

Prospective bidders will take notice that the City of Canton, in determining the lowest and best bidder in the award of this contract, may award a local bidder preference to any qualified bidder pursuant to Section 105.12 of the Codified Ordinances of the City of Canton. The determination of whether a bidder qualifies for the local preference shall be made by Board of Control. The Board's decision shall be final. A copy of Section 105.12 is attached.

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- d. This section shall be applicable to all contracts for equipment, goods, machinery, materials, supplies, vehicles and/or services, which are purchased, leased and/or constructed at a cost in excess of twenty thousand dollars (\$20,000.00) and which require bidding pursuant to Ohio R.C. 735.05 through 735.09 and Ohio R.C. 737.03.
(Ord. 95-2014. Passed 5-5-14.)

3. Chapter 105.15 – City Income Tax

- a. No person, partnership, corporation or unincorporated association may be awarded a contract with the city under Sections 105.09 or 105.10, unless the bidder is paid in full or is current and not otherwise delinquent in the payment of city income taxes, including any obligation to pay taxes withheld from employees under Section 181.06 and any payment on net profits under Section 181.03.
- b. Falsification of any information related to or any post-contractual violation of the requirement to pay city income taxes set forth in subsection (a) shall constitute cause for the rescission of the balance of the contract at the city's discretion.
- c. No partnership, corporation or unincorporated association which has as one of its partners, shareholders or owners a person who is a twenty percent (20%) or greater equity owner in such partnership, corporation or unincorporated association and who is delinquent in the payment of city income taxes as set forth in subsection (a), may be awarded a contract with the city under Sections 105.09 or 105.10.
- d. A person who is a twenty percent (20%) or greater equity owner in any partnership, corporation or unincorporated association which is delinquent in the payment of city income taxes as set forth in subsection (a) may not be awarded a contract with the city under Sections 105.09 or 105.10.
- e. A contract awarded under Sections 105.09 or 105.10 for a public improvement project, services other than personal or professional services, and personal or professional services shall not be binding or valid unless such contract contains the following provisions:

Said _____ hereby further agrees to withhold all city income taxes due or payable under Chapter 181 of the Codified Ordinances for wages, salaries, fees and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such city income taxes due for services performed under this contract. Furthermore, any person, firm or agency that has a contract or agreement with the city shall be subject to city income tax, whether a resident or nonresident in the city, and whether the work being done is in the city or out of the city. In addition to the tax withheld for employees, the net profits on the contract shall be subject to city income tax.

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(Ord. 158-2014. Passed 8-11-14.)

4. Chapter 507.03 – Equal Employment Opportunity clause.

- b. During the performance of this contract, the contractor agrees as follows:
1. The contractor shall not discriminate against any employee or applicant for employment because of race, age, handicap, religion, color, sex, national origin, sexual orientation or gender identity. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, national origin, military status, sexual orientation or gender identity. As used herein, the word "treated" shall mean and include without limitation the following: recruited, whether by advertising or other means; compensation, whether in the form of rates or pay or other forms of compensation; selected for training, including apprenticeship; promoted; demoted; upgraded; downgraded; transferred; laid off; and terminated. The contractor agrees to and shall post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.
 2. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, handicap, religion, color, sex, national origin, military status, sexual orientation or gender identity.

(Ord. 153-2012. Passed 9-24-12.)

3. The contractor shall send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the contractor's commitments under the equal opportunity clause of the City; and he shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor shall submit in writing to the City his affirmative action plan, and each subcontractor and supplier of equipment or supplies shall submit to the general contractor his affirmative action plan. The responsibility for securing these affirmative action plans falls upon the general contractor and shall be on file at the office of the general contractor. The contractor shall furnish all information and reports required by the City or its representative pursuant to this chapter, and shall permit access to his books, records, and accounts by the contracting agency and by the Executive Secretary for purposes of investigation to ascertain compliance with the program.
5. The contractor shall take such action with respect to any subcontractor as the City may direct as a means of enforcing the provisions of this equal opportunity clause, including penalties and sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in

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or is threatened with litigation as the result of such direction by the City, the City will enter into such litigation as is necessary to protect the interests of the City and to effectuate the City's equal opportunity program and, in the case of contracts receiving Federal assistance, the contractor or the City may request the United States to enter into such litigation to protect the interests of the United States.

6. The contractor shall file and shall cause his subcontractors, if any, to file compliance reports with the City in the form and to the extent prescribed by the City or its representative. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the contractor and his subcontractors.
7. The contractor shall include the provisions of this equal employment opportunity clause in every subcontract or purchase order, so that such provisions will be binding upon each subcontractor or vendor.
8. Refusal by the contractor or subcontractor to comply with any portion of this program as herein stated and described will subject the offending party to any or all of the following penalties:
 - A. Withholding of all future payments under the involved public contract to the contractor in violation, until it is determined that the contractor or subcontractor is in compliance with the provisions of this contract.
 - B. Refusal of all future bids for any public contract with the City or any of its departments or divisions, until such time as the contractor or subcontractor demonstrates that he has established and shall carry out the policies of the program as herein outlined.
 - C. Cancellation of the public contract and declaration of forfeiture of the performance bond.
 - D. In cases in which there is substantial or material violation or the threat of substantial or material violation of the compliance procedure or as may be provided by contract, appropriate proceedings may be brought to enforce these provisions, including the enjoining within applicable laws of contractors, subcontractors or other organizations, individuals or groups who prevent, directly or indirectly, or seek to prevent, directly or indirectly, compliance with the policy as herein outlined.

(Ord. 179-74. Passed 6-17-74.)